

INTERAGENCY AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT TRANSPORTATION
AND
THE ARIZONA DEPARTMENT OF HEALTH SERVICES

THIS AGREEMENT is entered into entered into this 23rd day of May, 2002, between agencies of the STATE OF ARIZONA, to wit; the ARIZONA DEPARTMENT OF TRANSPORTATION, acting by and through its INTERMODAL TRANSPORTATION DIVISION, (the "ADOT") and the ARIZONA DEPARTMENT OF HEALTH SERVICES, BUREAU OF EMERGENCY SERVICES, acting by and through its DIVISION DIRECTOR (the "ADHS")

I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the ADOT.

2. The ADHS is empowered by Arizona Revised Statutes Section 36-104 to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the ADHS.

3. The ADOT and the ADHS desire to participate in obtaining and installing up to five (5) emergency telephone call boxes at strategic locations on US-93 between Wickenburg and Interstate 40, an amount not to exceed \$32,093.00, for the safety and benefit of the traveling public.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

Post-it® Fax Note	7671	Date	1-31-03	# of pages	▶
To	Julie Burnside		From	Judy Wilson	
Co./Dept			Co.		
Phone #			Phone #	712-6268	
Fax #	712-8315		Fax #		

II. SCOPE OF WORK

1. The ADOT will:

a. Cooperate with ADHS in determining suitable sites for placement of the emergency telephone call boxes at locations along US-93.

b. After the parties hereto have selected suitable sites for placement of the emergency telephones call boxes, prepare the sites and construct appropriate call-box protective facilities to contain the emergency telephones. Place suitable signing on the highway to alert the public of the availability of the emergency telephones. Be responsible for all costs associated therewith.

c. Arrange for a telephone service provider for each emergency telephone, and be responsible for all costs associated therewith, and for the subsequent cost of maintenance of the call-boxes and call-box protective facilities and emergency telephone calls for one year after installation. Arizona Department of Public Service (AZ DPS) will answer the calls – 911 into Flagstaff AZ DPS Dispatch.

d. Invoice ADHS an amount not to exceed \$32,093.00 for their participation associated with the Project.

e. After one (1) year of operation, confer with the ADHS to decide whether or not to continue the program.

2. The ADHS will:

a. Cooperate with ADOT in determining suitable sites for placement of the emergency telephone at locations along US-93. Obtain and provide the emergency telephone equipment, call boxes and related hardware, and be responsible for the costs thereof, an amount not to exceed \$32,093.00.

b. Upon notification from the ADOT, remit to reimbursement for invoiced funds via state service transfer and authorize such funds to be credited to the appropriation account of the agency performing the services for use by such agency.

c. After one (1) year of operation, confer with the ADOT to decide whether or not to continue the program.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party upon thirty (30) days written notice to the other party, or by other competent authority.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
Phone: (602) 712-8088
Fax: (602)-712-7424
lgrandacre@dot.state.az.us

Arizona Department of Health Services
Procurement Office
Bureau of Emergency Services
1651 East Morton, suite 120
Phoenix, AZ 85020
Phone: (602)-542-0442
radicke@dh.state.az.us

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

DEPARTMENT OF HEALTH SERVICES

DEPARTMENT OF TRANSPORTATION
Intermodal Transportation Division

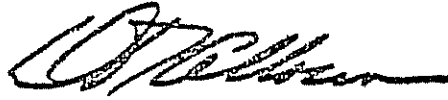
By Richard Adickes
RICHARD ADICKES
Procurement Officer

By William J. Higgins
WILLIAM J. HIGGINS, P.E.
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 28th day of February 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Arizona Department of Health Services for the purpose of defining responsibilities for the installation and maintenance of US-93 emergency telephones.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

**ARIZONA DEPARTMENT OF TRANSPORTATION
PROJECT MANAGEMENT MASTER FORM**

DATE		PROJECT MANAGER	PHONE	MAILDROP	ORG	PROJECT START DATE	HIGHWAY SECTION DESCRIPTION		TOTAL PROJECT BUDGET
11/6/01		Brisk	928 - 757 - 5828	K600	8600	January 2002	US 93 (Wikieup to Wickenburg)		32,000

REF. NO.	BUDGET ITEM NO.	BUDGET AMOUNT	FUNDING SOURCE	FY	PROJECT NO.	ADVANTAGE NO.	PROJECT LOCATION	TYPE OF WORK	
1		32,000	Dept of Health Services	02			US 93 Wikieup to Wickenburg	Installation of Callboxes	
2									
3									

REF. NO.	ROUTE	COUNTY	BEGIN MILEPOST	LENGTH	CORRIDOR	ENG. DIST.	INDIAN RESERVATION	NATIONAL HIGHWAY SYSTEM	FUNCTIONAL CLASS	PROGRAM CATEGORY	STATUS
1	US 93	MO	182	40	US 93	K	YES	YES			
2							NO	NO			
3											

REF. NO.	SPONSOR NAME	CERTIFICATION ACCEPTANCE	LEGISLATIVE DISTRICT	BOARD DISTRICT	FEDERAL FUND USAGE	FUNDS EDIT
1					YES	YES
2						NO
3					X	X

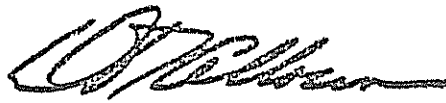
DESCRIPTION OF REQUEST		JUSTIFICATION	
TO receive from Dept. of Health Services a grant for placement of call boxes on US 93. <i>Per 00.29</i>		Grant application from DHS -- given to ADOT for placement of call boxes on US 93	

ORIGINATING GROUP	K District	SIGNATURE	<i>[Signature]</i>	DATE	12/10/01
PRIORITY PROGRAMMING APPROVAL		SIGNATURE		DATE	
FINANCIAL MANAGEMENT SERVICES APPROVAL					
ADMINISTRATOR, RESOURCE ADMINISTRATION SECTION		SIGNATURE		DATE	
PROJECT ACCOUNTING		SIGNATURE		DATE	

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